

(SAMPLE)  
**FOOD SERVICE AGREEMENT**

<b>Administering Sponsor:</b>	
Agreement Number:	Vendor Number:

<b>Receiving Sponsor:</b>	
Agreement Number:	Vendor Number:

This Agreement, executed in duplicate and entered into on (date) \_\_\_\_\_, between the **Administering Sponsor**, hereinafter referred to as **School Food Authority (SFA)**, and the receiving sponsor, hereinafter referred to as \_\_\_\_\_, is created for the purpose of providing: (check ☒ all that apply)

- ☐ Lunches under the National School Lunch Program
- ☐ Breakfasts under the School Breakfast Program
- ☐ Snacks under the Meal Supplements in the National School Lunch Program

**It is hereby agreed that:**

- (1) The **SFA** will represent the \_\_\_\_\_ as the Child Nutrition Program "Sponsor" and will claim reimbursement from the California Department of Education for all meals served to children enrolled in the \_\_\_\_\_. Reimbursement will be claimed at the rate of one breakfast/lunch/snack per child per day, only for complete meals/snacks counted at the point of service, and according to each child's eligibility category.
- (2) Once approved by the California Department of Education, this agreement is permanent. Either party may terminate this agreement for cause upon ten days written notice. Notice of termination will be provided in writing to the California Department of Education, Nutrition Services Division.
- (3) The \_\_\_\_\_ will conduct the free and reduced-price application process, including the distribution, review, and approval of applications for the sites belonging to \_\_\_\_\_. The \_\_\_\_\_ will create and update the eligibility roster and provide current lists to the \_\_\_\_\_ as soon as possible after changes occur.
- (4) The \_\_\_\_\_ will perform the point of service meal counts. The **SFA** will provide training as necessary to staff at \_\_\_\_\_ regarding point-of-service meal counts and completion of all required documents.
- (5) The \_\_\_\_\_ will perform the required daily and monthly edit checks.

- (6) The \_\_\_\_\_ will ultimately be responsible for meal count and claiming accountability.
- (7) The \_\_\_\_\_ will perform the verification process and will notify the \_\_\_\_\_ of its findings.
- (8) The \_\_\_\_\_ will assume responsibility for any over-claims identified during a review or audit, and reimburse the State accordingly.
- (9) The **SFA** will include all participating sites from the \_\_\_\_\_ in its application/agreement with the California Department of Education.
- (10) The **SFA** will provide meals to the \_\_\_\_\_ that comply with the nutrition standards established by the United States Department of Agriculture for the - \_\_\_\_\_ menu planning option.
- (11) The **SFA** will prepare the meals/snacks in the (name of school/facility) cafeteria located at (address of school/facility). This preparation site will maintain the appropriate state and local health certifications for the facility.
- (12) The \_\_\_\_\_ will notify the **SFA** of the number of meals/snacks needed no later than ( enter time ) each day. The \_\_\_\_\_ will be obligated to accept and pay for the number of meals requested. The \_\_\_\_\_ will not be obligated to provide any meals on days when the **SFA** is not open for business.
- (13) The \_\_\_\_\_ will provide all the equipment necessary to transport the meals/snacks.
- (14) The \_\_\_\_\_ will be responsible for transporting the meals/snacks from the \_\_\_\_\_ cafeteria. The (pick-up or delivery) of prepared meals will be no later than (enter time).
- (15) Both parties will be responsible for maintaining the proper temperature of the meals/snacks until they are served.
- (16) The \_\_\_\_\_ will return on a (daily), (weekly), (monthly) basis any and all property owned by the **SFA**.
- (17) The \_\_\_\_\_ will provide the necessary trays, dishes, utensils, straws, and napkins.
- (18) No later than one (1) week prior to the end of each month the **SFA** will provide to the \_\_\_\_\_ a monthly menu consisting of the meals/snacks to be served the following month.

- (19) The **SFA** will submit to the \_\_\_\_\_ itemized invoices for the meals/snacks provided by the \_\_\_\_\_. The invoices will be for the actual cost of producing meals/snacks plus payments from the participating children and adults minus the state and federal reimbursements. The \_\_\_\_\_ will submit payment to the **SFA** in such form as required by the **SFA** on or before the \_\_\_\_\_ day of the following month.
- (20) When requested by the \_\_\_\_\_, the **SFA** will provide sack lunches for field trips that meet the meal pattern requirements. Sack lunches for field trips will be requested at least \_\_\_\_\_ working days in advance. The cost per lunch will remain the same as for the regular lunch. The \_\_\_\_\_ will be responsible for maintaining the appropriate temperature of lunches until served.
- (21) The gift or exchange of commodities is not permitted. Until students are served a meal/snack, all food remains the property of the **SFA**.
- (22) The \_\_\_\_\_ will indemnify and hold the **SFA** and its officers, employees, and agents harmless from any and all liability, cost, or expense incurred as a result of negligence on the part of the **SFA**.
- (23) The \_\_\_\_\_ will keep and maintain liability insurance, including extended coverage for product liability in an amount no less than (show amount) for each occurrence and will provide the **SFA** with a certificate evidencing insurance in the amount, naming the **SFA** as an additional insured and specifying that the coverage will not be canceled or modified without \_\_\_\_\_ days prior written notice to the **SFA**.
- (24) Both parties will comply with all applicable federal, state, and local statutes and regulations with regard to the preparation and service of National School Lunch Program and/or School Breakfast Program meals, including, but not limited to, all applicable regulations relating to the overt identification of needy pupils, the nutritional content of meals, and nondiscrimination. All records maintained by both parties shall be open and available to inspection by Federal, State, and local authorities in accordance with applicable statutes and regulations.
- (25) All business and information relating to the execution of this agreement and the services thereof, including kitchen visitations, will be directed to the Director of Food Services, **SFA**.

Name and Title of SFA Official	Telephone Number (      )
Signature of SFA Official	Date
Name and Title of Receiving District Official	Telephone Number (      )
Signature of Receiving District Official	Date
California Department of Education <input type="checkbox"/> Approved <input type="checkbox"/> Denied Signature	Date